

Extra Space Storage
Phoenix - N 7th Street
4028 N 7th St
Phoenix, AZ 85014
(602) 279-3591

RENTAL AGREEMENT DATE: 10/19/2010
SPACE NO. A331
MONTHLY RENTAL CHARGE: APPROX. SIZE: 05X05
MONTHLY ANNIVERSARY DAY: 19
MONTHLY BILLING ELECTION: N

**Professionally
Managed by:**

EXTRA SPACE
MANAGEMENT, INC.
2795 E. Cottonwood Parkway
Suite 400
Salt Lake City, UT 84121
(801) 562-5556

Authorized for Access

Stacie Stewart
Robert Smith, James Bowie
Rasan Byrd

Stacie Stewart
OCCUPANT NAME

6310 Calhoun Road
RESIDENCE ADDRESS

Houston, TX 77021
CITY, STATE, ZIP

8325767726
HOME PHONE

WORK PHONE

24256633 TX 02/06/2013
DRIVER'S LICENSE #/ST/EXP

02/06/1974
DATE OF BIRTH

SOCIAL SECURITY #

If alternate information is refused
Occupant must sign below:

X

Kimberly Reid
ALTERNATE NAME

832-259-2861
ALTERNATE ADDRESS

ALTERNATE CITY, STATE, ZIP

EMPLOYER/BUSINESS NAME

EMPLOYER/BUSINESS ADDRESS

EMPLOYER CITY, STATE, ZIP

**SUMMARY OF
MOVE-IN CHARGES**

\$47.91
RENTAL CHARGES

(\$38.91)
LESS DISCOUNT

\$20.00
ADMINISTRATIVE FEE

\$13.99
MERCHANDISE

\$2.18
SALES TAX

\$9.00
CUSTOMER INSURANCE

\$44.26
TOTAL MOVE-IN CHARGES

11/18/2010
PAID THRU DATE

Occupant or Occupant's
spouse is SS is not SS a
servicemember in military
service.

General description of property stored (attach separate page if necessary):

house hold items - 5,000

THIS RENTAL AGREEMENT ("Agreement") is executed on the date stated above by and between EXTRA SPACE MANAGEMENT, INC. ("Owner") and the individual or business listed above ("Occupant") for the purpose of renting the Space listed above (the "Space") which is part of a larger facility (the "Project"). **OCCUPANT HAS EXAMINED THE SPACE AND PROJECT AND ACCEPTS THEM "AS IS."** Owner does not represent or guarantee the safety of the Project or the personal property stored by the Occupant. **THE RULES AND REGULATIONS POSTED AT THE PROJECT ARE BY REFERENCE MADE PART OF THIS AGREEMENT,** which rules and regulations may be modified by Owner to assist with the operation, safety, and cleanliness of the Project. The Project is operated in accordance with the state and local laws governing self-storage facilities, which are herein incorporated by reference.

ACCESS

- 1) Occupant shall have access to the Space and the Project only during such hours and days as are regularly posted at the Project, which are subject to change by Owner. In the event Occupant fails to pay the monthly rental charge, Owner shall have the right to restrict or deny Occupant's access pursuant to the provisions of the applicable law.
- 2) Occupant shall provide one lock for the rental Space sufficient to secure Occupant's personal property. Occupant shall not provide Owner or Owner's Agents, authorized representatives and employees (collectively "Owner's Agents") with a key to Occupant's lock.

TERMS AND CONDITIONS OF AGREEMENT

- 3) Occupant shall safeguard any property stored at the Project. It is Occupant's sole responsibility as to those persons who are given access to Occupant's Space.
- 4) Occupant grants Owner and Owner's Agents or any governmental authority access to the Space: a) upon three (3) days prior written notice, b) upon default of the Agreement by Occupant for 30 days, c) in emergency circumstances, or d) as required by law. In the event Occupant fails to grant access, Owner, Owner's Agents or the agents of any governmental authority shall have the right to remove Occupant's lock and enter the Space to examine the contents, to make repairs or alterations, to take reasonable steps to preserve the Space, to comply with the law, or to enforce Owner's rights; including the right to relocate occupants' belongings if necessary. In addition, Occupant shall not make/allow any alterations to the Space.
- 5) Occupant's obligation begins on the Rental Agreement Date listed above and shall continue on a **MONTH-TO-MONTH** basis.
- 6) The first Monthly Rental Charge and a one time, non-refundable, Administration Fee shall be paid on the Rental Agreement Date listed above. Thereafter, the Monthly Rental Charge shall be due on the same day every month (the "Monthly Anniversary Day"). The period between consecutive Monthly Anniversary Days is referred to as the "Rental Month". The last day of the Rental Month for which all Monthly Rental Charges have been paid is the "Paid Through Date." Occupant shall pay Owner at the Project's rental office, the Monthly Rental Charge, taxes and insurance in advance, without prior notice or billing from Owner. **NO MONTHLY BILLS OR STATEMENTS WILL BE SENT TO OCCUPANT UNLESS ELECTED ABOVE.** If Occupant elects to receive monthly billing, a monthly service charge of \$1.00 shall be added to the Occupant's account.
- 7) All terms in this Agreement are **SUBJECT TO CHANGE** upon 30 days prior written notice to Occupant, including, without limitation, rental rate changes, usage and other charges.

OTHER CHARGES

- 8) In the event Occupant does not pay the Monthly Rental Charge by the 10th day following Occupant's current Paid Through Date, Occupant shall pay a Late Fee of the greater of \$10.00 or 20% of the Rental Charges. This Late Fee will be assessed on the 11th day following Occupant's current Paid Through Date. The Late Fees are a service charge. Partial payments will not be accepted, however, if a partial payment is accepted it will be at the sole discretion of the Owner and if accepted will first be applied to fees and service charges, then to Monthly Rental Charges, taxes and insurance.

OWNER'S LIEN AND PRE-FORECLOSURE FEE

- 9) **OCCUPANT ACKNOWLEDGES AND AGREES THAT OCCUPANT'S PERSONAL PROPERTY STORED ON THE PROJECT WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OWNER FROM THE DATE THE MONTHLY RENTAL CHARGE AND OTHER CHARGES ARE DUE AND UNPAID, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR DISPOSITION OF OCCUPANT'S STORED PERSONAL PROPERTY. OWNER MAY SELL OCCUPANT'S PERSONAL PROPERTY IN A COMMERCIALLY REASONABLE MANNER AFTER GIVING TENANT REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN.** If at the close of business on the 30th day following the Occupant's current Paid Through Date, the Monthly Rental Charge and other charges still remain past due, a pre-foreclosure fee of \$85.00 will be assessed.

Owner may enforce Owner's Lien by selling Occupant's stored personal property at public or private sale, in accordance with the provisions of applicable law, and apply the net proceeds from such sale to the payment of all sums due to Owner. This remedy is cumulative with and in addition to every other remedy given hereunder or hereafter existing at law or in equity. In the event of a sale as provided for in this Agreement, it is further understood that the date of such sale shall constitute the date of termination. Such sale shall not release Occupant from obligation for amounts uncollected. It is further understood that Occupant will be denied access to the Project and the Space due to a failure to pay the Monthly Rental Charges, as permitted by the applicable state law.

EVENT OF DEFAULT

- 10) In the event that Occupant shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, or in the event Occupant files a voluntary petition in Bankruptcy or suffers a petition in involuntary bankruptcy to be filed against him/her, Occupant shall be deemed in default in the performance of this Agreement, except as limited by law. Nothing contained in this Agreement shall be construed as limiting Owner's rights and remedies as provided under the laws of this state. In the event of a default, and without prejudice to any other remedies, Owner may (a) terminate this Agreement or (b) seize and sell the personal property pursuant to Section 9 above.
- 11) Any time prior to lien sale, any person claiming a right to the Occupant's lien property may stop the sale by **paying in full in the form of CASH ONLY** all amounts owed. Upon release of such property to the payor, Owner shall have no further liability to any person for the lien property.

VALUE OF STORED PROPERTY

- 12) Occupant agrees that in no event shall the total value of the property stored be deemed to exceed **\$5,000** unless Owner has given permission in writing for Occupant to store property exceeding **\$5,000**; provided that Occupant agrees that Owner's maximum liability to Occupant for any claim or suit by Occupant, including but not limited to any suit alleging wrongful foreclosure or sale of the contents of the Unit is **\$5,000**. This section shall not be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.

INSURANCE

- 13) **Occupant shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all personal property stored in the Space against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Occupant does not maintain insurance for the full value of the personal property stored, Occupant shall be deemed to have "self-insured," and shall bear all risk of loss or damage. OCCUPANT'S PERSONAL PROPERTY STORED IN THE SPACE OR THE PROJECT IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE.** Occupant hereby releases Owner and Owner's Agents from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Owner and Owner's Agents in connection with any damage which is or would be covered by any such insurance policy.

LIMITATION OF OWNER'S LIABILITY AND INDEMNITY

- 14) Owner and Owner's Agents shall not be liable to Occupant for any damage or loss to any person, Occupant or property stored in, on or about the Project, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, rodents, acts of God or the active or passive act, omissions or negligence of Owner or Owner's Agents except for damage or loss resulting from Owner's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold Owner and Owner's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property, occurring in, on or about the Project arising in any way out of Occupant's use of Project.

USE OF THE SPACE AND PROJECT AND COMPLIANCE WITH THE LAW

- 15) Occupant agrees that the Space and Project shall be used solely for the storage of personal property and shall not use the Space for any unlawful purpose. Occupant shall not store in the Space or on the Project property to which any other person or business has right, title, or interest. Occupant agrees that there are **NO LIENS OTHER THAN OWNER'S LIEN UPON THE PROPERTY STORED**. An Addendum to Agreement must be completed if there are any lienholders on the property stored and for each stored vehicle, absent which such vehicle will be deemed unauthorized and be subject to removal from the Space and Property. Occupant acknowledges that the Space may be used for storage only and that the use of the Space for any business or human or animal habitations is expressly prohibited. The storage of food and any perishable goods is strictly prohibited. The use of electricity in the Space is strictly prohibited unless specifically agreed upon in writing with Owner. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT OCCUPANT SHALL NOT STORE OR USE ANY HAZARDOUS OR TOXIC WASTE, SUBSTANCE OR MATERIAL OR ANY INHERENTLY DANGEROUS MATERIALS.**

TERMINATION OF THE AGREEMENT AND VACATING THE SPACE

- 16) Occupant must provide Owner two (2) days verbal notice or fifteen (15) days written notice prior to vacating the Space. Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first month's rent paid upon execution of this Agreement, and, thereafter, if this Agreement terminates other than on the last day before the Monthly Anniversary Date. Occupant shall not be entitled to a refund of a pro rata portion of the rent for the month in which the termination occurred, but, if termination occurs before the last day before the Monthly Anniversary Date and Occupant has given notice of such termination before paying rent for such month, Occupant may pay only the rent that accrues from the first (1st) day of such month until the date of termination. Any abandoned property may be disposed of in such manner as Owner may see fit. Owner may consider the lease terminated and may relet the Space anytime after the notification date provided. Owner may also terminate the Agreement by giving Occupant 15 Days written notice. Further, this Agreement may, at the option of Owner, be terminated upon any default by Occupant under the terms of this Agreement or the abandonment of the Space or Project by Occupant. Upon termination, Occupant shall remove all Occupant's personal property from the Space and Project and leave the Space in the same condition as delivered to Occupant.

MISCELLANEOUS

- 17) Occupant shall notify Owner of any change in Occupant's address or phone number within ten (10) days of the change. Such notifications shall be (a) by certified mail, return receipt requested, postage prepaid, or delivered in person at the Project's rental office or (b) made at www.extraspace.com via online account management. Failure by Occupant to notify Owner shall constitute a waiver by Occupant of any defense based on failure to receive any notice.
- 18) Occupant shall be deemed to have conclusively abandoned all property which remains in the Space or on the Project after the termination of this Agreement, upon default of the agreement for thirty (30) days, or when Owner concludes based upon other reasonable considerations, including, but not limited to an unlocked Space, that Occupant has abandoned the property and the Space.
- 19) Except as required by law, or as otherwise provided for in this Agreement, written notices or demands may be personally served or by pre-paid first class U.S. Mail to the last known address of the party to be served, as provided by this Agreement. Such notice or demand shall be complete on the date delivered, if personally delivered, or on the date of pre-paid, properly addressed deposit with the U.S. Postal Service. In addition, Owner may contact Occupant via phone, email or text messaging regarding general information about Occupant's account.
- 20) Occupant shall not assign, sublease or jointly occupy the Space or any portion thereof without in each instance obtaining the prior written consent of Owner.
- 21) All of the provisions of this Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assignees of the parties hereto.
- 22) Occupant agrees to pay all costs, charges and expenses, including reasonable attorney's fees, incurred by Owner in connection with the collection of rent, the enforcement of any rights under this Agreement or any litigation in connection with this Agreement, except where Occupant prevails in such litigation. Occupant agrees that no suit or cause of action or other proceeding shall be brought against Owner more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.
- 23) If Occupant is not an individual, the undersigned warrants that he or she is an authorized agent of Occupant and that the undersigned agrees that he or she will be jointly and severally liable with Occupant of all obligations under the Lease, including the payment of Rent.

Owner and Occupant hereby execute the Rental Agreement to be effective on the Rental Agreement Date, above.

OWNER

OCCUPANT

Space No: A331

Facility: Extra Space Storage Phoenix - N 7th Street

I UNDERSTAND THAT MY PROPERTY IS STORED AT MY SOLE RISK AND THAT I HAVE AGREED TO INSURE MY PERSONAL PROPERTY FOR ITS FULL VALUE AGAINST ALL RISKS

I also understand that the owner, landlord, lessor or operator of this storage facility:

- 1) Is a commercial landlord renting storage space, is not a warehouseman, and does not take custody of my property.
- 2) Is not responsible for any loss to my property.
- 3) Does not provide insurance on my property for me.

MY CHOICE OF INSURANCE OPTIONS:

I understand and agree that under the options below, to the extent I do not purchase insurance, insurance lapses or do not fully insure my goods, I personally assume all risk of loss of the property in my storage space. Accordingly I elect to acquire insurance, as follows:
(INITIAL ONLY ONE OF THE OPTIONS BELOW):

_____ Option 1- Obtain from my own insurance agent. Your existing home or business insurance policy might provide similar coverage. We are not qualified to evaluate your policy - an insurance agent will need to provide this service.

_____ Option 2 - Obtain insurance available through Occidental Fire & Casualty Insurance Co.

I WANT TO PURCHASE THE FOLLOWING MAXIMUM AMOUNT OF INSURANCE.

Coverage Amount	\$2,000	\$3,000	\$5,000	\$10,000
Monthly Premium	\$9	\$14	\$22	\$40

Initial SS

I understand the amount noted is the amount I must pay for the insurance I have selected and is due no later than the date on which my monthly rent is due. This is a maximum coverage limit. The actual amount paid in the event of loss will be determined by proof of loss documentation. I authorize the owner, landlord, lessor or operator of this storage facility to receive the premium and to send it to the insurance company on my behalf.

I hereby apply for insurance in the amount initialed above. I have voluntarily elected to purchase the insurance available through Occidental Fire & Casualty Insurance Co. I have read and completed this application for insurance provided in the policy underwritten by Occidental Fire & Casualty Insurance Co.

APPLICATION PAGE: When I have properly completed, signed this application, made the first payment of premium and received a Certificate of Storage Insurance and my coverage will be effective as of the date I signed this page, for the amount of insurance I have selected and initialed above.

I understand my insurance will continue on a month-to-month basis as long as I continue to pay the premium noted above. Failure to pay any premium in full will result in the cancellation, without notice, of my insurance.

ELIGIBILITY: I understand that the opportunity to purchase insurance on property stored within the building is available to all Tenants/Occupants who have entered into a Rental Agreement with the owner, landlord, lessor or operator for enclosed storage space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other location.

POLICY CHANGES: I understand that I will receive one month's notice of changes to the policy and/or premium rates, and the policy and/or new rate shall be effective on the 1st of the month following the month in which advance notice of such change is provided.

INSURANCE INFORMATION: I have received a copy of the Customer Insurance Program Brochure and Certificate of Customer Storage Insurance. If I should need any additional information regarding this program I can call or write Beecher Carlson Insurance Services LLC at the phone number or address listed below. **For the purpose of identification and reference, the printed number of the Rental Agreement is deemed to be the certificate number assigned to the Customer Protection Plan Certificate.**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

Beecher Carlson Insurance Services LLC
1655 Lafayette Street, Suite 200
Denver, Colorado 80218
800-423-6071
Monday through Friday
10:00am to 8:00pm (Eastern Time)

**Manager of this facility is NOT an insurance agent.
Please do not direct questions regarding insurance
to them. Call 800.423.6071**

Tenant/Occupant Signature: Stage Stewart

Date: 10/19/10

Print Name: Stage Stewart

**ADDENDUM TO RENTAL AGREEMENT
NOTICE OF CURRENT LIEN HOLDERS**

PRIOR TO STORING ANY PROPERTY IN THE SPACE, OCCUPANT SHALL LIST IN THE SPACE PROVIDED BELOW, THE NAME AND ADDRESS OF EACH PERSON HAVING A VALID LIEN AGAINST ANY OF THE PROPERTY TO BE STORED IN THE SPACE. ATTACH SEPARATE SHEET IF NECESSARY.

Name: _____
Address: _____

Amount of Lien: \$ 0

Name: _____
Address: _____

Amount of Lien: \$ _____

Occupant's Initials X S.S.
Space # A331

Dated 10/19/10

**ADDENDUM TO RENTAL AGREEMENT
VEHICLE STORAGE INFORMATION
A COPY OF CURRENT REGISTRATION FORM MUST BE ATTACHED
VEHICLE MUST BE OPERATIONAL**

Type of vehicle (car, truck, boat, camper, etc., make, model, yr, color) N/A
Vehicle Identification Number _____ License Number _____

☐ Option 1 - Obtain from my own insurance agent

Insurance Carrier: _____
Address: _____
Telephone # _____
Policy # _____ Policy Expires: / /
Agent's Name _____ Agent's Telephone # _____

☐ Option 2 - Self-insure

Other Information:

Occupant acknowledges that Owner does not provide insurance for motor vehicles. Occupant agrees to maintain at Occupant's expense, a policy of fire and extended coverage for theft, vandalism, and malicious mischief endorsements for the full value of Occupant's stored vehicle. To the extent Occupant does not maintain such insurance, Occupant shall be deemed to be "self-insured" and shall bear all risk of loss or damage. Occupant hereby releases Owner and Owner's Agents from any and all claims for damage or loss to the stored vehicle that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Owner and Owner's Agents in connection with any damage which is or would be covered by any such insurance policy.

The described vehicle is the only vehicle permitted to be parked in the assigned Space.

Occupant agrees at all times to keep motorized vehicles in "drivable" or working condition and to keep trailers road-worthy. Occupant shall not use the Project or Space as a shop to repair, restore, modify, or otherwise work on the stored vehicle.

Occupant agrees that an unauthorized vehicle may be defined as, but not limited to, a) a vehicle not identified on an executed Addendum, or b) a vehicle which is not drivable or road worthy. Occupant further agrees that any unauthorized vehicle(s) may be removed by Owner at Occupant's expense and that Owner shall not be liable to Occupant for such removal.

Occupant acknowledges that Owner may from time to time establish additional rules and regulations regarding the storage of vehicles and Occupant further agrees to comply with said rules and regulations.

Owner's liability, if any, for loss or damage to Occupant's stored vehicle shall not exceed \$5,000.

Occupant's Initials X S.S.
Space # _____

Dated 10/19/10